

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC.,	:	08-13555 (JMP)
<i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
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**SEVENTH OMNIBUS NOTICE OF ASSUMPTION AND ASSIGNMENT  
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE** that, on September 20, 2008, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Sale Order”) which, among other things, approved an Asset Purchase Agreement (the “Purchase Agreement”) in the above-referenced chapter 11 cases of Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors (collectively, the “Debtors”).

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Sale Order and Section 2.5 of the Purchase Agreement, Barclays Capital, Inc. (the “Purchaser”) has the right to designate certain of the Debtors’ unexpired leases and executory contracts for assumption and assignment to Purchaser (collectively, the “Purchased Contracts”).<sup>1</sup>

**PLEASE TAKE FURTHER NOTICE** that, on October 3, 2008, the Bankruptcy Court entered an order (the “Procedures Order”) which, among other things, approved expedited procedures for the assumption and assignment of Purchased Contracts to the Purchaser.

**PLEASE TAKE FURTHER NOTICE** that the Purchaser hereby provides notice of the (i) assumption and assignment of the Purchased Contracts identified below as of the date hereof, and (ii) cure costs, if any, to be paid (the “Cure Amounts”) pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption and assignment of such Purchased Contracts.

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<sup>1</sup> For purposes of this Notice and the Procedures Order (defined below), Purchased Contracts include PIM Leases (as such term is defined in that certain Clarification Letter with respect to the Purchase Agreement, dated September 20, 2008 (the “Clarification Letter”)) that are designated for assumption and assignment by the Purchaser in accordance with the terms of the Clarification Letter.

**PLEASE TAKE FURTHER NOTICE** that any party in interest that objects to the proposed assignment or Cure Amount must file and serve a written objection so that such objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than **MONDAY, DECEMBER 1<sup>st</sup> at 4:00 p.m. (EST)**, which date is ten (10) days after the date on which this notice of the assignment was sent to the counterparty: (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Lori R. Fife and Shai Y. Waisman); (ii) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis); (iii) the attorneys for the Purchaser, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York NY 10006 (Attn: Lindsee P. Granfield and Lisa M. Schweitzer); (iv) the attorneys for the Creditors’ Committee, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Luc A. Despins, and Wilbur F. Foster, Jr.); and (v) the attorneys for the SIPA Trustee, Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, NY 10004 (Attn: James B. Kobak, David Wiltenburg, and Jeff Margolin).

**PLEASE TAKE FURTHER NOTICE** that, to the extent that any counterparty does not timely file an objection as set forth above, such counterparty is deemed to have consented to their respective Cure Amount and the assumption and assignment of their respective Purchased Contract to the Purchaser as set forth in the Assignment Notice, and shall be forever barred from objecting to the assignment or to the Cure Amount set forth below, including, without limitation, the right to assert any additional Cure Amounts or any other amounts with respect to the leases and contracts to be assumed and assigned.

**PLEASE TAKE FURTHER NOTICE** that, to the extent any objections to the Cure Amounts for such contracts are timely filed, the Debtors, Purchaser and the counterparty must meet and confer in good faith to attempt resolve any such objection without Court intervention. If the objecting party and the Purchaser determine that the objection cannot be resolved without judicial intervention, then such dispute will be determined by the Court upon written application by either party on 20 (twenty) days notice, with any response due to such an application 15 (fifteen) days after such application is filed. The Purchaser shall pay any Cure Amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, (ii) the date on which the counterparty is deemed to have consented to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, or (iii) the date on which the Court enters an order determining the Cure Amount for such contract after the notice and hearing procedure set forth above.

Dated: November 20, 2008  
New York, New York

**CLEARY GOTTlieb STEEN &  
HAMILTON LLP**

By: /s/ Lindsee P. Granfield

Lindsee P. Granfield

Lisa M. Schweitzer

One Liberty Plaza

New York, New York 10006

Telephone: (212) 225-2000

Facsimile: (212) 225-3999

*Counsel to Barclays Capital Inc.*

Vendor Name	Notice address	Contracting Lehman Entity	Agreement Type	Date of Agreement	Cure Amount
India Index Products & Services Ltd	Exchange Plaza, C-1, Block G, Bandra Kurla Complex, Bandra East, Mumbai, India 400 051	LBHI	Index Licence	07/18/08	\$0.00
Beeland Interests Inc.	150 West Flagler Street, Suite 1400, Miami, FL 33130	LBHI	Index Licence	01/08/08	\$0.00
Beeland Interests Inc.	150 West Flagler Street, Suite 1400, Miami, FL 33130	LBHI	Index Licence	04/09/08	\$0.00
Credit Suisse/Tremont or Channel Capital	11 Madison Avenue New York, New York 10010		Index Licence		\$0.00
Hedge Fund Net	420 Lexington Avenue, Suite 2510, New York, NY 10170		Index Licence		\$0.00
iTraxx / International Index Company Limited	9 Cheapside London EC2V 6AD United Kingdom		Index Licence		\$0.00
Jefferies Financial Products and Reuters Amercia LLC	Jefferies: One Station Place, 3N, Stamford, CT 06902; Reuters: Three Times Square, NY, NY 10036	LBHI	Index Licence	11/27/06	\$0.00
Merrill Lynch, Pierce, Fenner & Smith Incorporated	4 World Financial Center, NY, NY 10080	LBHI	Index Licence	12/01/06	\$0.00
Philadelphia Stock Exchange Incorporated	1900 Market Street, Philadelphia, PA 19103	LBHI	Index Licence	09/05/05	\$0.00
Philadelphia Stock Exchange Incorporated	1900 Market Street, Philadelphia, PA 19103	LBHI	Index Licence	12/14/06	\$0.00
Philadelphia Stock Exchange Incorporated	1900 Market Street, Philadelphia, PA 19103	LBHI	Index Licence	12/18/06	\$0.00
The Bank of New York Mellon	Bank of New York Mellon, 101 Barclay Street, 22nd Floor, New York, NY 10286, FAO ADR Division, Fax 212 571 3050	LBHI	Index Licence	07/01/08	\$0.00